

**COST SHARING AGREEMENT BETWEEN  
LEON COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between LEON COUNTY, a political subdivision of the State of Florida (hereinafter called the COUNTY), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (hereinafter called the DEPARTMENT).

FOR AND IN CONSIDERATION of the mutual covenants, obligations, and benefits set forth herein and other good and valuable consideration, the COUNTY and the DEPARTMENT agree as follows:

**1) Services Provided**

- A. The COUNTY and DEPARTMENT, as co-permittees, share permit compliance responsibilities as part of the National Pollutant Discharge Elimination System (NPDES) Permit Number FLS 000033 (herinafter "Permit"). The COUNTY shall commence and complete the agreed upon Services with all practicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions herein and all applicable state and federal laws as well as the Permit, attached hereto as Exhibit A and incorporated herein as fully set forth.
- B. This is a Term Contract for an Indefinite Quantity whereby the COUNTY agrees to furnish Services during a prescribed period of time. The DEPARTMENT agrees to provide reimbursement for its prorated share of the costs incurred by the County for the implementation of Permit-required programs including the Long Term Monitoring Program as required in Part 5.B. of the Permit, Seasonal Loadings and Event Mean Concentrations Report as required by Part 5.A.1 of the Permit, the public reporting component of the Illicit Discharges and Improper Disposal Monitoring Program as required by Part III.A.7.c and Part III.A.7.e of the Permit, and any system-wide public education efforts.

**2) Reimbursement**

The COUNTY shall submit to the DEPARTMENT, in a format acceptable to the DEPARTMENT, an Invoice for Services rendered pursuant to this Agreement. All Invoices will be submitted by the County on an annual basis beginning in the 2005-2006 term which shall commence from May 1, 2005, the term of each annual Invoice shall be from May 1 until April 30.

**3) Execution, Renegotiation, and Termination of Agreement**

This Agreement shall be effective commencing May 12, 2003, the Permit issuance date, and terminate on September 30, 2009. The continuation of this monitoring program after the expiration of this Agreement is subject to appropriation of funding for the program by the DEPARTMENT and COUNTY in their respective annual fiscal year budgets. The costs of this program may be renegotiated on an annual basis if approved by all parties. This

Contract may be amended as agreed upon in writing by the parties. This Agreement may be terminated by either party with 60 days prior written notice to the other party.

4) Fund Availability

- A. The Department shall authorize Services based upon priority and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized. There is a Budgetary Ceiling of \$50,000 per year.
- B. The provisions of Chapter 339.135 (6) (a), Florida statutes are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditures during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money shall be paid thereon. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for a period exceeding one year, but any contract so made shall be executory only for the value of the Services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and having a term for a period of more than one year.

5) Subcontracts

The COUNTY shall utilize a contract with a Consulting Group for the Long Term Monitoring Program. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

6) Indemnification

To the extent allowed by the Laws of Florida and pursuant to Florida Statute 768.28, each party hereby agrees to identify, defend, save, and hold harmless the other party from and against any and all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission or commission of the party, its agents, or employees.

7) Production of Documents

The COUNTY shall submit to the DEPARTMENT, upon such request of the DEPARTMENT, any data, reports, records, contracts or other documents prepared by the COUNTY or its contractor in the accomplishment of the agreed upon Services.

8) Scope of Work Certification

The COUNTY shall certify in writing prior to expiration of this Agreement that the agreed upon Services were completed in accordance with the Scope of Work for the Long Term Monitoring Program, Seasonal Loadings and Event Mean Concentration Report, the public

reporting component of the Illicit Discharges and Improper Disposal Monitoring Program, and any system-wide public education efforts.

9) **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10) **Severability**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such instances, the remainder would then continue to conform to the terms and requirements of applicable law.

11) **All Terms and Conditions Included**

This Agreement represents the entire and integrated Agreement between the COUNTY, and the DEPARTMENT and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of the COUNTY and the DEPARTMENT.

In witness whereof, the COUNTY and the DEPARTMENT have caused this Agreement to be executed by their authorized representatives on the day and year first written above.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

By: \_\_\_\_\_

ATTEST:

CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**JIMMY RODGERS, P. E.**  
District Secretary

**ATTEST:**

By: \_\_\_\_\_  
District General Counsel